

INVITATION FOR BIDS (IFB) NO. 97-074
TO
FURNISH AND DELIVER
LIBRARY SUPPLIES
ON A REQUIREMENTS BASIS
FOR THE
UNIVERSITY OF HAWAII LIBRARIES
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

MAY, 1997

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

BIDDER'S REMINDER:

1. Bid pages 1 - 6, Signature page must have an authorized original signature; Evidence of Authority should be attached.
2. Tax Clearance Certificate or OPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, (see Special Provisions).

NOTICE TO BIDDERS

BID FORMS for IFB No. 97-074, Library Supplies, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www.state.hi.us/bids/notice01.htm>) and must be submitted no later than 2:30 p.m., May 21, 1997, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB by providing the vendor's name, address, contact person, telephone number, facsimile number, and an account number, billable to the receiver, for express shipment. Requests may be submitted via facsimile, (808) 956-2093. Direct all questions to Suzanne Tanaka, (808) 956-9485.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Advertiser

Issue of: May 2, 1997

NOTICE TO BIDDERS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM
TO
FURNISH AND DELIVER
LIBRARY SUPPLIES
ON A REQUIREMENTS BASIS

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 97-074, TO FURNISH AND DELIVER LIBRARY SUPPLIES ON A REQUIREMENTS BASIS FOR THE UNIVERSITY OF HAWAII LIBRARIES, UNIVERSITY OF HAWAII, HONOLULU, HAWAII, and offers to furnish and deliver the supplies to the addresses specified on the purchase orders issued, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) and shall complete delivery within THIRTY (30) consecutive calendar days after receipt of purchase orders issued, as follows:

BASIC BID

Toner Cartridge for Canon PC-80 and PC-70, Microform Reader/Printer, as per Technical Specifications

<u>Item</u>	<u>Description</u>	<u>Est. Annual Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
1.	Canon MP Cartridge 10-P01, Positive, or approved alternate			
	OAHU ONLY	45	\$_____	\$_____
	Kauai, Maui, Hawaii	1	\$_____	\$_____

Manufacturer and Model No. Offered:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
2.	Canon MP Cartridge 10-N01, Negative, or approved alternate			
	OAHU ONLY	15	\$_____	\$_____
	Kauai, Maui, Hawaii	1	\$_____	\$_____
	Manufacturer and Model No. Offered:			

TOTAL AGGREGATE BID FOR ITEMS 1 & 2: \$_____

Prices shall be f.o.b destination and shall include all applicable taxes.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

Bidders are advised that the award of this contract is contingent upon availability of funds. If funds are unavailable, the University reserves the right not to make award of this contract.

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE BID FOR ITEMS 1 & 2.**

BIDDERS MUST BID ON BOTH ITEMS IN ORDER TO BE CONSIDERED FOR AWARD.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.

2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

REMITTANCE ADDRESS

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 6, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

SUBSTITUTIONS TO BE APPROVED IN ADVANCE

The manufacturer and model number are used in the TECHNICAL SPECIFICATIONS as a measure of quality, style, appearance, and performance.

Any brand or manufacture of equal or better quality to that specified will be considered for acceptance by the University upon submission of a written request for approval of the proposed substitution with manufacturer's literature or brochures containing technical data on the proposed items being offered.

Proposals for substitutions shall not be submitted unless the bidder has the proposed substitution items available for inspection by the University at the time of submittal of the request. Any requests for substitution of items shall be made at least FIVE (5) calendar days prior to bid opening to permit inspection by the University, no later than 4:30 p.m., May 16, 1997.

The written request shall be submitted in the attached sample format "Request for Substitution."

The statement of variances must list all features of the proposed substitution which differ from the specifications and/or product specified and must further certify that the substitute has no other variant features.

Bidders shall send requests to the buyer, Suzanne Tanaka, Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822.

The University may at its discretion reject or deny any substitution that it deems unequal, and the findings in this regard shall be accepted by the bidders as final and binding.

A bid which includes a substitution shall be considered only if the substitution has been approved in advance by the University.

S A M P L E

Date: _____

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

Gentlemen:

Subject: REQUEST FOR SUBSTITUTION

Project Title: _____

In accordance with the "SUBSTITUTIONS TO BE APPROVED IN ADVANCE" clause of the BID section, I hereby submit for substitution TWO (2) set(s) of technical brochures and statement of variances for your review and approval for the item(s) shown below:

<u>ITEM</u>	<u>SPECIFIED BRAND</u>	<u>SUBSTITUTE OR ALTERNATE BRAND</u>	<u>VARIANT FEATURES</u>
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I further certify that my request for substitution of the above item(s) has no other variant features.

Signature

Title

NOTE: 1. PLEASE USE OWN LETTERHEAD.
 2. IF NO VARIANT FEATURE, INDICATE "NONE."

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

RE: IFB No.: _____

Project/Title: _____

I certify that I have submitted a State and IRS tax clearance application (DOTAX Form A-6) by mail on _____,

(date)

and have not received an original or certified copy at the time I submitted this offer.

Upon receipt of a tax clearance, I will immediately send an original or certified copy by mail to:

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

Signature (Original): _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

TECHNICAL SPECIFICATIONS

This Invitation for Bids is issued for the purpose of establishing a requirements contract for the University of Hawaii Libraries at Manoa, Honolulu, Hawaii, and the University Systemwide Campus Libraries (Community Colleges, University of Hawaii-West Oahu, and UH at Hilo) located on the Islands of Oahu, Kauai, Maui and Hawaii.

This section indicates the Technical Specifications for the library supplies required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

Toner Cartridges and supplies furnished by the Contractor must be new as specified by the manufacturer, free from all defects in design, workmanship and material. **Remanufactured or recycled cartridges and supplies will not be accepted.**

Furnish and deliver Toner Supplies for Microform Reader/Printers, on a Requirements Basis, with the following specifications:

Toner cartridges are for Canon Microform Reader/Printers, Model Nos. PC-70 and PC-80.

- ITEM NO. 1 Canon MP Cartridges, Canon Model No. 10-P01, positive, or approved alternate.
- ITEM NO. 2 Canon MP Cartridges, Canon Model No. 10-N01, negative or approved alternate.

All questions pertaining to the Technical Specifications shall be directed to John Awakuni, Fiscal Officer, Library Services, telephone (808) 956-7026.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Furnishing and Delivery of Library Supplies on a Requirements Basis for the University of Hawaii Libraries, University of Hawaii, Honolulu, Hawaii, shall be in accordance with the terms and conditions of IFB No. 97-074 and the General Provisions dated February 23, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 (an unofficial copy of the IFB is available on the Internet at <http://www.state.hi.us/bids/notice01.htm>)

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is John Awakuni, Fiscal Officer, telephone (808) 956-7026.

3. TERM OF CONTRACT

The Contractor shall enter in a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 4, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

4. ESCALATION CLAUSE

The University extends to the Contractor the right to request adjustments to the contract price for each renewal period, provided that the contract price for each renewal period shall not increase more than 5% (or) more than the consumer price index for U.S. cities in effect NINETY (90) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

5. REQUIREMENTS

This is a requirements contract for library microform reader/printer supplies, and book detection security target strips as specified in the Technical Specifications and for the period set forth herein. Delivery shall be made only as authorized by purchase orders issued in accordance with the clause entitled "Ordering."

Any quantities shown in this IFB are for bid purposes only and should not be considered firm. In the event any quantities shown do not materialize, such failure shall not constitute grounds for equitable adjustment.

6. ORDERING

Library supplies furnished under this contract shall be ordered by the issuance of purchase orders by the authorized individuals of the University of Hawaii libraries. Purchase orders may be issued under this contract from the date designated in the Notice to Proceed for a ONE (1)-year period.

All purchase orders issued hereunder shall reference the contract number and shall be subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any purchase order.

7. DELIVERY

When library supplies, as required, are ordered against this contract, the Contractor shall deliver the supplies to the addresses specified on the purchase orders.

Delivery of the supplies shall be made within THIRTY (30) consecutive calendar days upon receipt of purchase order.

8. LIQUIDATED DAMAGES

Time being an essential part of this contract, in case of failure on the part of the Contractor to complete the delivery within the time specified and agreed upon, liquidated damages per calendar day shall be TEN DOLLARS (\$10.00) for each day's delay after the date agreed upon. The findings of the University shall be accepted by the parties hereto as final; but, any allowance of time and remission of charges shall, in no other manner, affect the rights and obligations of the parties under this contract.

9. WARRANTY

The library supplies furnished shall be new and as specified. The Contractor shall warrant that all workmanship and materials of the supplies furnished under this contract shall be guaranteed for a minimum period of ONE HUNDRED EIGHTY (180) days from the

date of acceptance. The Contractor shall replace and/or repair any defective items at no cost to the University during the period of warranty, provided such defects are not due to abuse or negligence on the part of the University.

10. ACCEPTANCE OF LIBRARY SUPPLIES

The library supplies furnished by the Contractor shall be exactly as specified, free from all defects in design, workmanship, and materials and shall be inspected by the University upon receipt. If any items supplied are found to be defective or not as specified, the Contractor shall replace the item(s) without charge. If the Contractor is unable or refuses to replace the items, the University may terminate the contract in whole or in part. Contractor shall bear all risks as to rejected materials, and in addition to any costs for which the Contractor may become liable to the University for all payments made to the Contractor shall be liable for latent defects, fraud or misrepresentation.

11. TERMINATION OF CONTRACT

In addition to any other right to terminate this contract herein specified, the University reserves the right to terminate this contract when it determines that Contractor has failed to comply with the requirements of this contract or has failed to provide satisfactory service.

12. MODIFICATION OF GENERAL PROVISIONS

General Provision 4.4, ACCEPTANCE OF GOODS AND SERVICES, is not a part of the General Provisions of this contract and has been replaced by SPECIAL PROVISION 10, ACCEPTANCE OF LIBRARY SUPPLIES.

13. TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a

plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229